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UNCLAS SECTION 01 OF 03 THE HAGUE 001707

SIPDIS

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E.O. 12958: N/A

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SUBJECT: CHEMICAL WEAPONS CONVENTION (CWC): RUSSIAN
COMMENTARY ON ABERDEEN DOCUMENTS AND ITS DESTRUCTION PROGRAM

This is CWC-71-03.

Summary

1. In Delegation's view, during these meetings it became clear that Russia does not intend, and perhaps never intended, to abide by the present terms of the CTR MOU dated 14 March and signed by then-Director of the Russian Munitions Agency Zinovy Pak. The Russian delegation expressed its view that the U.S. Aberdeen Chemical Destruction Facility documents under consideration by the Council were problematic, as written, because they identified a non-contiguous commercial chemical facility as a declared part of the Aberdeen destruction facility. This was problematic in that it set a precedent Russia would be unable to follow. Specifically, Russia could not declare the various commercial facilities it intended to use to destroy the "reaction mass" created by hydrolysis because it was limited by law to declaring six destruction facilities. Queried by the U.S. Delegation as to how this concern could be reconciled with Russia's commitment, as embodied in the March 14 MOU signed between the U.S. CTR program and the Russian Munitions Agency, to perform the final destruction of such reaction mass as the CTR-funded Schuch'ye facility, the Russian delegation indicated that Russia would seek to avail itself of the clause in the MOU which permitted the parties to agree, in writing, to alternative arrangements. In making this point, the Russian delegation indicated that the MOU had been signed by Pak without the knowledge of other interested officials in the Russian government and, in fact, resulted directly in Pak fired.

2. The Russian Federation is clearly of the view that all of its CWPFF conversions are "completed" except for buildings 352 and 353 at Novocheboksarsk. (These two buildings are necessary to house equipment and operations associated with the destruction of building 350). All other conversion requests, in the view of the Russian Federation, are complete because the facilities are demilitarized. The Russians, in sharp contrast to the CWC, TS, US and others, do not accept that a conversion is complete only when the agreed commercial process is installed and producing "widgets." This difference will likely need to be aired at future EC's.

"Problems" with U.S. Aberdeen Documents

3. On June 24, 2003, members of the U.S. delegation to the 33rd session of the OPCW Executive Council met with their Russian counterparts to discuss a number of CWC-related U.S. and Russian documents under consideration by the Council. See wrap-up of EC-33, with final document outcomes, septel.

4. During the discussion, Russian representative Viacheslav Kulebyakin, State Secretary of the Russian Munitions Agency (RMA) indicated that the Russian Federation considers two of the U.S. documents - the Facility Agreement and the Agreed Detailed Plan for the Verification of Destruction of Chemical Weapons at the Aberdeen Chemical Agent Disposal Facility, Aberdeen, Maryland, to be problematic. In particular, the fact that the U.S. had declared a secondary treatment, storage, and disposal facility at DuPont Chamber Works, as a non-contiguous part of the Aberdeen destruction facility, created a precedent that would cause Russia certain problems (Note: The Aberdeen chemical weapon (CW) destruction facility eliminates CW in a two-stage process. In the first stage, CW agent is neutralized through hydrolysis with water and Sodium hydroxide at the Aberdeen Proving Ground facility in Maryland. The resultant hydrolysate is subsequently transported to the DuPont Chamber Works facility in Deepwater, New Jersey, where it is irreversibly disposed of through a biotreatment process. In the interest of transparency, the U.S. declared the DuPont facility as part of the Aberdeen destruction facility, subject to verification under the terms of the CWC. End Note.) Russia could not,

Kulebyakin concluded, join consensus on these two U.S. documents during this session of the Council.

15. Kulebyakin noted that, inasmuch as Russia intended to employ a similar process of hydrolysis for its nerve agent stockpile, it would face the same prospect of having to dispose of the hydrolysate, and intended to do so at commercial facilities. Moreover, under its laws Russia could only maintain up to six CW destruction facilities. It followed from this that Russia could not declare all of the commercial facilities it might use for final disposition to be destruction facilities under the terms of the CWC, as the U.S. had. It was also not clear to Russia why the U.S. would even want to do such a thing, given the additional burdens (unelaborated) created by declaring a commercial facility to be part of the Aberdeen production facility.

16. After discussing the issue internally, the U.S. delegation pointed out that in a Memorandum of Understanding (MOU) signed by former RMA Director Zinoviy Pak, Russia had committed to conducting final disposition of all nerve agent at the U.S.-funded elimination facility at Schuch'ye, as a precondition for the release of \$160M in CTR funds. Therefore, the question of disposing of hydrolysate at commercial facilities, over which Russia was expressing concern, is moot.

17. Kulebyakin responded that Mr. Pak was no longer Director of the RMA, and pointed to the clause in the MOU that allows the parties to reach some alternative agreement in writing. Ambassador Javits asked if he should report to Washington that Russia did not intend to abide by the terms of the MOU, i.e. it did not/not intend to dispose of its nerve agent hydrolysate at Schuch'ye. Kulebyakin responded that Ambassador Javits should not, but also stated that Russia intended to avail itself of the option to negotiate other arrangements. In doing so Kulebyakin asserted that Pak had signed the MOU without the knowledge of anyone else, including himself (Kulebyakin). He said that when he discovered what Pak had done, he was dismayed over the MOU's contents.

18. Kulebyakin stated that to ship hydrolysate to Schuch'ye from the various neutralization locations, would require the expenditure of billions of dollars. The gas, electric and water supply infrastructure at Schuch'ye are inadequate for the large-scale facility that would be required to do adhere to the MOU. Sizeable infrastructure upgrades would be needed as well as the additional industrial facility, specifically another destruction building. Shipping hydrolysate across thousands of kilometers of Russia would also mean that new railroad track would have to be laid to avoid population centers, since Russian law prohibits transporting such material through population areas above a certain size. Adequate rolling stock would also be required and is extremely expensive to produce. If the U.S. is willing to pay for all this, it could be done. Short of that, Russia was simply not in a position to accommodate. If the U.S. wants it this way, the U.S. will need to pay for it - and the price would be huge.

19. During bilateral consultations, Kulebyakin stated on several occasions that the RF was having great difficulty in attracting foreign investment to its converted facilities. Deloff asked for a list of facilities that were having difficulty in attracting foreign assistance. RMA official Michailov responded that chloroether, aminomercaptan, and loading of sub-munitions into munitions at Novocheboksarsk along with sarin production and soman production at Volgograd do not have adequate foreign assistance. The larger problem is at Novocheboksarsk according to Michailov.

110. In a separate conversation, Mr. Valery Semin of the Russian Ministry of Foreign Affairs informed U.S. delegation member David Weekman that Dr. Pak was fired by the Russian Prime Minister and President Putin as a direct result of his signing the 14 March CTR Amendment. Semin claimed that this agreement was not coordinated in Moscow. (Comment: In Delegation's view, during these meetings it became clear that Russia does not intend, and perhaps never intended, to abide by the present terms of the MOU. The Russian Delegation's comments during the June 23 destruction informals and during the general debate at the EC (see septel) were consistent with the approach they took in private meetings. End comment.)

110. Javits sends.
SOBEL